

**ENVIRONMENTAL SERVICES
SPB05-894P-MM**

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and MCS Environmental, Inc., (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 81-0459203, 5562 Alloy South, Missoula MT 59808, and (406) 728-7755.

THE PARTIES AGREE AS FOLLOWS:

2. PURPOSE

The purpose of this term contract is to establish a list of Environmental Service Providers in several service areas. All qualified offerors will be assembled into a multiple contractor term contract for use by state agencies and other public procurement units. The State makes no guarantee of use by any agency-authorized access to this term contract. However, through data conveyed by the Montana Department of Environmental Quality, Montana Department of Natural Resources and Conservation, and Montana Fish, Wildlife and Parks, it is anticipated that this term contract should access approximately 2.5 million dollars or more annually.

3. EFFECTIVE DATE, DURATION, AND RENEWAL

3.1 Contract Term. This contract shall take effect upon execution of all signatures, and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

3.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of four additional years. This renewal is dependent upon legislative appropriations.

3.3 Addition of Analytical Laboratory Contractor. Proposals will be accepted between April 1 and May 1 of each calendar year from current firms requesting review of their qualifications to perform Analytical Laboratory Services as originally requested under RFP SPB05-894P. The state will evaluate each proposal received in the exact manner in which the original proposals for other categories were evaluated. If proposal passes the requirements as evaluated to perform Analytical Lab Services, the state will update that firms term contract to include the Analytical Lab Services category contingent on said firm being in good standing otherwise.

4. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

5. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

6. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company personnel involved in the project; and project status as of usage report date. The report for this term contract will be due on July 20th of each year.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

7. COST/PRICE ADJUSTMENTS

7.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Contractor must provide written, verifiable justification for any cost adjustments they request during each renewal period. Contractor shall provide its cost adjustments in both written and electronic format.

7.2 Differing Site Conditions. If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

7.3 Cost/Price Adjustment. All requests for cost/price adjustment must be submitted between April 1st and April 30th along with written justification. Requests received after April 30th will not be considered unless written approval from the SPB Contracts Officer is given to submit at a later date. In no event will cost/price adjustments be allowed beyond May 15th. All requests that are approved will be incorporated by contract amendment and made effective July 1st of the next approved renewal period.

8. SERVICES AND/OR SUPPLIES

8.1 Service Categories. Contractor agrees to provide to the State the following services:

Water Quality Monitoring – Fixed Station and Probabilistic Design. The statewide monitoring network has three components. The first component is the fixed station water quality-monitoring network. There are 38 fixed station sites located on streams throughout Montana where there are active USGS gauging stations. The USGS is currently contracted to collect all of the water chemistry samples. The State may also collect sediment samples for trace metal analyses. Remote sensing may be used to assess stream geomorphology, flood plain and watershed characteristics.

Water Quality Monitoring - Lakes and Streams. As part of the monitoring program, standards criteria and TMDL development, lakes will continue to be sampled collecting chemistry, physical, and habitat parameters. Stream sampling may include sediment and water chemistry, geomorphology, habitat, or sources of pollutants (e.g., pebble counts, channel cross-section, stream reach assessments, photo points, Rosgen Type II, etc GIS and remote sensing may be used to assess riparian habitats, and watershed physical characteristics.

Water Quality Monitoring - Reference Sites. As part of the monitoring program and standards criteria development, reference sites will continue to be identified and characterized as described in 3.5.2.

Water Quality Modeling. The State, and in particular DEQ, uses contracted services in the development and/or application of watershed and water quality modeling tools and techniques in the

development of TMDLs. Models may be used to assist in defining TMDL loading allocations, performing existing/potential conditions analysis, watershed scenario analysis, and/or standards attainment analysis. The types of models that may be employed include dynamic watershed loading models (i.e. SWAT, HSPF), water quality fate and transport models (i.e. QUAL2E, QUAL2K), stream temperature and/or shade models (i.e. SSTemp, HeatSource, Shadow), and multi-dimensional lake/reservoir models (i.e. CE QUAL W2). In addition, simpler modeling tools and techniques such as GIS-based Risk Assessment Modeling may be employed or developed based on project needs and resources. The DEQ may also seek assistance in the identification and/or development of simple modeling tools that may be implemented at the desktop that facilitate quick scenario applications. These tools should be able to focus on specific water quality issues such as sediment, nutrients, salinity, etc. and be tailored to the various (eco) regions across the state.

Statistical Analysis. The State may request that large data sets be statistically analyzed for determining trends or for making comparisons. This service area may include data compilation, organization, manipulation and analysis. These analyses may be used to validate environmental targets by comparing reference data to existing data. They may also be used to establish a relationship or linkage between indicators and targets, the estimated loads and how targets link to beneficial use support. Analyses should be appropriate for the type of data being analyzed. In many cases, the contractor will be responsible for determining and providing rationale for appropriate statistical analyses to address pre-formulated environmental hypotheses. Analyses must consider spatial and temporal variations. Analyses may range from providing simple descriptive statistics to reporting multifactor predictive analyses.

DEQ Electronic Data / Information Technical Assistance. The DEQ needs to be able to easily transmit water quality data into the modernized STORET database and make it more accessible to data consumers and the public. To accomplish this, the DEQ seeks to obtain technical products, services, and support, as needed, to migrate datasets to production database system(s) and improve data flow and data quality from a variety of sources into STORET. These tasks may include, but are not limited to solutions in commonly available software products to generate data that conforms to STORET and Oracle database requirements. Specific service areas sought include, but are not limited to: technical support for data conversion, reformatting, and/or normalization of existing historic and transformed datasets; automated data validation routines or procedures designed to support specific data quality objectives; technical solutions for data entry, data capture, and data reporting, maintenance, upgrades or enhancements to existing software interfaces; technical support in the implementation of STORET; acquisition of STORET-compatible data deliverables.

Heavy Equipment Operators. The State and other governmental entities utilize the services of Heavy Equipment Operators to implement environmental projects throughout Montana. Heavy Equipment Operators are encouraged to submit a proposal to allow for easy access for implementation of projects by various governmental entities. Contractors do not have to possess the equipment, but when submitting a proposal, they must incorporate the cost of equipment rental, mobilization and demobilization. The State does anticipate several firms to respond to this service area and we are therefore allowing offerors to designate the parts of the state in which they will be available for work. The attached forms for Heavy Equipment Costs and Location must be completed and incorporated into the proposal.

Revegetation Services. Revegetation Specialists are utilized by the State and other governmental entities to enhance and complete environmental project tasks. The services offered by Revegetation Specialists are planning, designing, implementation along with providing of supplies, materials and equipment necessary to carryout the tasks. If a firm does not have the staff or equipment to implant a project, they must then be able to demonstrate a plan for delivery of product and implementation of a project through subcontracting or professional cooperative agreements.

8.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the Contractor's designs to any other projects.

9. ENGINEERING ACCESS

All of the firms selected may need to have access to engineering services depending on the nature of the project. The contractor(s) will be expected to use their own best judgment as to whether engineering services

are needed for a given project. However, traditional engineering methodologies are not the emphasis of this RFP. It is a violation of State Statute to practice engineering or land surveying without a license.

10. PROJECT SELECTION

10.1 Project Identification. The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a contractor, writing grant applications and approving project payments.

10.2 Hazardous Materials. The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

10.3 Meetings. The selected contractor may be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

10.4 Approach Expectations. In the case of restoration activities, the agency will identify the preferred techniques. The determination made by the State may define which contractor(s) are contacted for project initiation. The State is always open to new and innovative approaches that accomplish project goals.

11. SELECTING A CONTRACTOR

The State may select a term contract holder from the Environmental Services contract home page as provided under the state's website address

<http://www.discoveringmontana.com/doa/gsd/procurement/TermContracts/environservices/Default.asp>, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State and public projects, identified subcontractors and total project cost.

General. Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by each Term Contract (TC). The applicable service categories are identified in each TC along with the contractor's price lists.

Request for Quotation (RFQ) procedures. The ordering agency must provide an RFQ, which includes the statement of work and limited, but specific evaluation criteria (e.g., experience and past performance), to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

Statement of Work (SOWs). All SOW's shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards and any special requirements (e.g., security clearances, travel, special knowledge).

- (1) Ordering agency may select a contractor from the appropriate service category and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action. (Exigency).
- (2) Ordering agency may place orders at or below the \$5,000 threshold with any TC contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all service category contractors.
- (3) For orders estimated to exceed \$5,000 but less than \$25,000.
 - (i) The ordering agency shall develop a statement of work.

- (ii) The ordering agency shall provide the RFQ (including the statement of work and evaluation criteria) to at least three TC contractors that offer services that will meet the agency's needs.
 - (iii) The ordering agency shall request that contractors submit firm-fixed prices to perform the services identified in the statement of work.
- (4) For orders estimated to exceed \$25,000. In addition to meeting the requirements of (3) above, the ordering agency shall:
- (i) Provide the RFQ (including the statement of work and the evaluation criteria) to a minimum of six service category TC contractors (if category has less than 6, all contractors will be offered an RFQ) with a 50% replacement factor for each subsequent request for quote in the same service category.

Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided in the RFQ to each TC contractor. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

Minimum documentation. The ordering agency shall document:

- (1) The TC contractors considered, noting the contractor from which the service was purchased.
- (2) A description of the service purchased.
- (3) The amount paid.
- (4) The evaluation methodology used in selecting the contractor to receive the order.
- (5) The rationale for making the selection.
- (6) Determination of price fair and reasonableness.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual TC usage reports.

Contractor's who fail to respond to three RFQ opportunities within a one-year period between July 1st and June 30th may be removed from the qualified list of contractors.

12. CONTRACTOR RESPONSIBILITIES

12.1 Supervision and Implementation. The selected contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors. In most cases the contractor will provide and be responsible for all the necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected contractor will also be responsible for clean up of the sites if necessary and must have the sites inspected by the State immediately prior to completion.

12.2 On-Site Requirements. When a contractor is contacted by the State to discuss a project, the State and the contractor may visit the job site if deemed necessary by the Project Manager, to become familiar with conditions relating to the project and the labor requirements. The State will provide a detailed scope of work for the project and request the contractor supply the State with a response to project approach, cost, timeframe and any other information deemed necessary by the State to make a selection or complete a contract negotiation.

In the cases of Restoration or On-The-Ground Activities, the contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the contract pending inspection by the State, the landowner, or their representative. All interim or final products funded by the contract will become the property of the State or Cooperative Purchaser upon payment for said products.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the contractor.

12.3 Clean up (when project tasks require). The contractor shall:

- Keep the premises free from debris and accumulation of waste;
- Clean up any oil or fuel spills;
- Keep machinery clean and free of weeds;
- Remove all construction equipment, tools and excess materials; and
- Perform finishing site preparation to limit the spread of noxious weeds before final payment by the State.

12.4 Applicable Laws. The contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

12.5 Cooperation. The contractor shall work closely with the States analytical consultants, (i.e. environmental laboratories and taxonomists) to develop the desired products.

12.6 Work Acceptance. The contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

12.7 Records. The contractor will supply the State with documentation, when requested, of methods used throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

12.8 Communication. Remoteness of project sites may necessitate that the contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. In addition, the State or Cooperative Purchaser may require scheduled communication at agreed upon intervals. The communication schedule will be dependent upon the project circumstances and requirements of the contracting agency. In the case when a communication schedule is included in the Scope of Work, the schedule will commence when the contractor initiates the project.

12.9 Change of Staffing. Since qualifications of personnel were key in determining which offerors were selected to be on this TC, a written notification of any changes in key personnel must be made to the state agency, prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this TC. Failure to notify the state agency of staffing changes could result in the contractor being removed from the TC listing and possible suspension from bidding on other state projects.

12.10 Collaboration. The State encourages collaboration between contractors to increase the scope of services offered. In cases where the chosen contractor is not able to provide all services needed for the project, the State will expect the chosen contractor to contact other contractors on this list to negotiate

subcontracts for these services before going elsewhere. Exceptions to this strategy will be evaluated on a case-by-case basis.

12.11 Subcontractors, Project Budget and Invoicing. All subcontractors to be used in any project must be approved by the authorized entity initiating the project. Project budgets will be negotiated for each individual project contract. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts. Subcontractor is defined as anyone other than the prime contractor having substantial direct involvement in a specific project.

The State reserves the right to choose the invoicing method from the following:

- Prime contractor's billing will include the subcontractors charges and payment will be made to the prime, or
- Prime and subcontractors will bill the State separately and the State will pay each directly.

13. CONSIDERATION/PAYMENT

13.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in Attachment B shall apply.

13.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

14. CONTRACTOR REGISTRATION

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered. (Mont. Code Ann. § 39-9-401.)

Contractor Registration Number: 43470

15. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

16. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the workers of each contractor engaged in construction services must be performed by bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on

the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Heavy Construction and Nonconstruction services. The booklets containing Montana's 2003 Rates for Nonconstruction Services and 2004 Rates for Heavy Construction are attached.

The most current Montana Prevailing Wage Booklet will automatically be incorporated at time of renewal. It is the contractor's responsibility to ensure they are using the most current prevailing wages during performance of its covered work.

17. ACCESS AND RETENTION OF RECORDS

17.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

17.2 Retention Period. The Contractor agrees to create and retain records supporting the environmental services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

18. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

19. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

20. REQUIRED INSURANCE

20.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

20.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or

location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

20.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

20.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

20.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

20.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

20.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

20.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

20.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

21. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

22. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

23. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

24. PATENT AND COPYRIGHT PROTECTION

24.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

24.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

25. CONTRACT TERMINATION

25.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

25.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

26. STATE PERSONNEL

26.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529

26.2 State Project Manager. Each using State agency or Cooperative Purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

27. CONTRACTOR PERSONNEL

27.1 Change of Staffing. Since qualifications of personnel was key in determining which offerors were selected to be on this term contract list, a written notification to the State Procurement Bureau of any changes of key personnel must be made within two weeks of the change. These change notifications will be completed upon the departure or hiring of key personnel who are professional employees critical to awarded service areas. If these staffing changes cause the firm to no longer meet the qualifications stated herein, that firm will be removed from the service area of this term contract. Failure to notify the State Procurement Bureau of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

27.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Eric A Smart
5562 Alloy South
Missoula MT 59808
Telephone #: (406) 728-7755
Fax #: (406) 728-7367
E-mail: e.smart@mcs-environmental.com

27.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Warren Phillips
5562 Alloy South
Missoula MT 59808
Telephone #: (406) 728-7755
Fax #: (406) 728-7367
E-mail: warren.p@mcs-environmental.com

28. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

29. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

30. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

31. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

32. SCOPE, AMENDMENT AND INTERPRETATION

32.1 Contract. This contract consists of 13 numbered pages, any Attachments as required, RFP # SPB05-894P, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

32.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

33. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**MCS ENVIRONMENTAL
5562 ALLOY SOUTH
MISSOULA MT 59808
FEDERAL ID # 81-0459203**

BY: _____
Penny Moon, Contracts Officer

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

ATTACHMENT A CONTRACTOR'S RESPONSE

Section 4: Offeror Qualifications

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

This section presents our qualifications for each service category we wish consideration. This section's organization has been modified from the original RFP. It is modified as follows: Section 4.1.1 References for each service category is presented in a single table. Please see **Table 1 References** on Page 8 of this RFP. Section 4.1.4 Staff Qualifications for each service category is also presented in single table. Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

Water Quality Monitoring – Fixed Station and Probabilistic Design

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

MCS was incorporated in Montana in 1989 under the name Mountain Construction Services, initially providing environmental consulting and laboratory services. Over the past 16 years, MCS has developed extensive resources and capabilities throughout the Pacific Northwest region. Our corporate office is located in Missoula, Montana. Branch offices are located in Mountlake Terrace and Spokane, Washington and Libby, Montana. The company has earned a reputation as a cost-effective, technically proficient, can-do firm. MCS is committed to high professional and technical standards, and is dedicated to our clients' needs to ensure success on each and every project.

The Consulting Division of MCS consists of highly skilled aquatic biologists, ecologists, environmental scientists, engineers, foresters, geologists, geochemists and hydrogeologists with a high level of experience in all components of TMDL related measurements and assessment. A careful review of the MCS team vitae will reveal the unique level of its experience in Montana State Regulations and Clean Water Act regulatory compliance and assessment. Our goal in assembling this team is to provide the State with highly educated and experienced experts in every area of TMDL monitoring, assessment and planning. MCS is experienced in watershed management plans providing the state, federal, and municipal clients with grant writing assistance and implementing monitoring plans. If the MCS team is chosen to respond to a task from this Term Contract Request for Proposal, the project task would be given our highest priority.

Over the past 16 years, MCS has monitored and determined trends in water quality at over 200 locations throughout the state of Montana for all types of surface and groundwater. MCS have over 11 years experience in all facets of TMDL Water Quality Monitoring requirements that include, but are not limited to, metals, nutrients, BOD, fecal coliform, stream temperature, stream flow, Hess sampling, sedimentation, riparian delineation and remote sensing.

Key Personnel Involved

Eric W. Smart, R.G., Hydrogeologist / Program Manager

A Registered Professional Hydrogeologist (California, Idaho), Eric received his M.S. in Hydrogeology at the University of Montana in 1995. His Master's study involved the interaction between a stream contaminated by mine waste and an associated shallow aquifer. He is a principal at MCS, and has more than 17 years experience in managing environmental site assessments; leading teams for remediation and reclamation design; and performing environmental audits, remediation investigations, and feasibility studies. He oversees and provides quality assurance and technical review of groundwater and soil projects and prepares and manages plans for sampling and analysis, health and safety, quality assurance, and remedial action. His expertise is in geologic mapping and interpreting geomorphologic features and relating them to surface-water and groundwater hydrology. He has extensive experience in interpreting natural and contaminant geochemistry in surface water and groundwater settings. Recently he has been using his geologic and geochemical expertise to assess watershed health and restoration alternatives.

Tom McCamant, Hydrogeologist / Task Manager

Tom completed his master degree in geology from the University of Montana in May 1995. Tom received his B.S. in Geology from the University of Colorado, Denver in 1990. Tom has 10 years of experience in all aspects of TMDL water quality monitoring and will act as the Project Hydrogeologist for any water quality monitoring project arising from this RFP.

Warren P. Phillips, Hydrogeologist / Task Manager

Warren has 8 years of experience managing and performing water quality monitoring programs. As a project geochemist for the Montana Bureau of Mines and Geology (MBMG) Warren researched, designed and implemented surface water, groundwater and sediment sampling/monitoring plans for the Final Pit Project, located in Colstrip, Montana. Warren and John Wheaton of MBMG, interpreted the results of this work to develop geochemical and water budget models. These models are currently being applied to further understand and predict the hydrogeologic and geochemical effects of coal-pit impoundments in the semi-arid northwest. This project was partially funded by the DNRC Resource Development Grant. Warren is also an expert at three dimension terrain and subsurface modeling using AutoCad.

K. Michael McDowell, Senior Ecologist / Quality Assurance Manager

Mr. McDowell has more than 26 years of experience managing and performing baseline studies, EISs, and monitoring programs for mining, industrial, agricultural, communications, energy, and transportation projects throughout the United States. His responsibilities have included conducting and managing environmental impact assessments under federal and state environmental policy acts. His projects have focused on impacts on fish and aquatic ecosystems, both freshwater and marine, from a wide range of development activities. He has also conducted and managed many studies involving salmonid biology, habitat requirements, and life history throughout the Pacific Northwest and Alaska. He has worked as a member of the design team for stormwater facilities and constructed wetlands, and prepared maintenance and monitoring plans for storm-drainage treatment facilities and wetland buffers. He has extensive experience coordinating negotiations between clients and agencies, negotiating permit conditions, preparing permit applications, managing multidisciplinary teams, preparing and managing schedules and budgets, and preparing technical reports. This work has provided reports for federal, state, and local agencies, and private and industrial clients. Mr. McDowell also has provided depositions and expert testimony in federal district court.

4.1.3 Method of Providing Service & Quality Assurance

The MCS team will provide a broad spectrum of technical consulting services related to water quality uses and TMDL assessments to assist the State of Montana with their preparation of EPA Form 305(b) by monitoring and assessing the water quality of Montana's wetlands, lakes, river and streams. Our experience in research level and regulatory compliance level site assessments combined with our experience with natural science and earth processes make MCS the best qualified team to assist the State.

MCS will communicate with the State to ensure that all monitoring approaches will meet data quality objectives for any Water Quality Monitoring service. MCS feels that understanding the whole TMDL program from data collection to potential uses of data as well as following SOPs are essential in the collection of sufficient and credible TMDL data that will meet the goals of the TMDL Program.

MCS will manage this term contract out of our Missoula, Montana office. The Missoula office contains eleven (7) professionals and three (3) technicians that would be tasked with projects that may arise from any award stemming from this contract. Eric Smart would be the project contact for a service request and would coordinate weekly, bi-monthly, or other as needed meetings with the designated MCS individuals on the project team and appropriate agency staff. These teleconference, videoconference or in-person meetings would summarize the status of the project tasks and provide the client a timeline of the teams progress.

MCS has extensive Water Quality Monitoring experience throughout the state of Montana. MCS employees have collected water quality data and determined water quality trends at USGS and other gauging stations on the Blackfoot River, Rock Creek, Flint Creek, Silver Bow Creek, and the Clark Fork River. Jeremy W. Mickey extensively studied the differences in metal loading above and below the Milltown Dam during different river stages and determined the cycle of loading from upstream metal sources and Milltown Dam sediments. This work was completed by collecting water and sediment quality and flow volumes at several USGS gauging stations on the Clark Fork and Blackfoot Rivers.

Eric W. Smart, MCS Principle Hydrogeologist, performed a research level assessment on the water quality of Silver Bow Creek at Miles Crossing. The purpose of the project was to determine the source of loading of metals to the surface water. Fixed stations through out the site were monitored over a two year period to determine the percent of metals loading from tailings runoff and impacted groundwater discharge to Silver Bow Creek. The project included: Stream and Floodplain Mapping; Stream Discharge and Water Quality Measurements; Groundwater Sample Collection and Analysis; Development of Groundwater and Geochemical Models; Macroinvertebrate Sampling; and Geochemical Modeling. To accomplish the task and obtain statistically valid analytical results, unique groundwater sampling tubes were developed and installed to eliminate the effects of oxygen on the groundwater samples. The purpose of the project was to characterize and document the migration of metals from the tailings pore water to groundwater and ultimately quantify the exchange of metals between the contaminated floodplain aquifer and Silver Bow Creek. Findings were documented in quarterly progress reports and published in several environmental and geological industry journals including *Environmental Science and Technology*. Results of the project were used and published in the Media Interaction Monitoring section of the Streamside Tailings, Record of Decision. To complete a mass balance of the Miles Crossing flood plain, stream flow measurements were obtained three times a year (peak flow, base flow and intermediate flow). Stream flow was measured using a Pygmy meter. Because the streambanks consisted of unconsolidated mine tailings, the cross-section along the measurement transect

changed dramatically each season after peak flow. To accurately quantify the cross sectional area of the measurement transect, the stream bed was measured using plane table methods and checked with a theodolite twice a year. Surface water sampling constituents included, pH, anions, DO, cations, TDS and suspended sediment. Macroinvertebrate sampling was performed to determine the species population density and also for total metals digestion to determine how metals impacted the aquatic community.

MCS is currently performing on a 5-year contract with the USDA Forest Service to access impacted watersheds throughout Region 1 (MT, ND, SD and ID). The majority of the projects include sites that have been impacted by mines or milling sites. MCS is required to investigate a drainage and determine CWA violations, provide reclamation alternatives to remediate the drainage and design the preferred alternative.

Quality Assurance

The Corporate Environmental Plans that MCS completed for past contracts address such issues as spill prevention and response, solid-waste management, hazardous-waste management, materials handling, erosion control, and sampling procedures. Among the many site-specific environmental plans that we have developed are Chemical Data Analysis Plans, which are broken down into Field Sampling Plans, Sampling and Analysis Plans, QA/QC Plans, and Quality Analysis Project Plans, depending on the job type. Particular plans vary by client and project. MCS is required to submit Quality Assurance Project Plans for each of its USFS Task Orders that are subject to data validation under precision, accuracy, representativeness, completeness, and comparability (PARCC) analysis before the data can be used in a site investigation. *A copy of an example Quality Management Plan is attached in Appendix F.*

Editing and Word Processing Procedures

MCS has an established document production protocol to ensure consistent, high-quality written documents. Every document undergoes rigorous quality control, including technical review by colleagues and technical editing. Text is generally edited according to MCS style, which is based on Council of Biological Editors, American Fisheries Society, and Chicago Manual of Style standards. Electronic copies of text and most tables will be in Word 2002. Some tables and charts may be in Excel 2002. Figures will be primarily in Adobe Illustrator, AutoCAD®, or another graphics format, as appropriate. Electronic files can be provided in whatever format and on whatever medium requested. MCS will produce deliverables in whatever software and format requested. CD ROMs and files will be named and clearly labeled so that the format of each file is obvious. MCS will also provide the State with completed water quality data ready for import into the STORET database.

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.1)

All professional personnel that would perform this service have a Natural Science bachelor's degree or higher.

Water Quality Monitoring – Lakes and Streams

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

A complete company profile and experience summary for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 10 through 12 of this RFP.*

MCS assesses reference reaches of impacted streams and water bodies to assist in the design of the reconstructed channels and remediated riparian areas and wetlands. MCS has 11 years experience assessing stream reaches for bed sediment size, channel cross section, energy distribution, habitat, geomorphologic characteristics, water and sediment chemistry, watershed physical characteristics and riparian habitat and vegetation.

4.1.3 Method of Providing Service & Quality Assurance

The method of providing service and quality assurance for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 12 through 14 of this RFP.*

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.2)

All professional personnel that would perform this service have a Natural Science bachelor's degree or higher.

Water Quality Monitoring – Reference Sites

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

The company profile and experience summary for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 10 through 12 of this RFP.*

4.1.3 Method of Providing Service & Quality Assurance

The method of providing service and quality assurance for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 12 through 14 of this RFP.*

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.3)

All professional personnel that would perform this service have a Natural Science bachelor's degree or higher.

Water Quality Modeling

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

A complete company profile and experience summary for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 10 through 12 of this RFP.*

Our professional staff are experienced in various types and applications of water quality modeling, and have a working knowledge several hydrogeologic (ex. Visual MOD FLOW and MOD FLOW) and geochemical (ex. Mod Path and Flow Path) flow models that can model water quality concerns and concentrations through time. These models can be used to determine TMDL Targets for both point and non-point TMDL sources and other TMDL assessments. In addition, geochemical models such as MINTEQA2 can be used to better understand the thermodynamic principles controlling the water quality in a specific TMDL location.

4.1.3 Method of Providing Service & Quality Assurance

MCS's extensive geochemical, biological and morphological experience can be used to collect and interpret model data from both historic and current information sources. This approach makes water quality monitoring cost effective. Our experience encompasses collecting field data, writing educational projects for watersheds, regulatory compliance, public process, and using state of the art GIS and modeling to assist in formulating options and decision making. The following is a short summary of the professional expertise and capabilities MCS team has in the field of water quality modeling.

The incorporation of GIS with the Army Corps of Engineers HEC-RAS and HEC-GeoRAS model is one of the most innovative tools available through ERG for water modeling. MCS utilizes state-of-the-art GIS lab combined with our highly skilled GIS operators that efficiently use and develop input parameters for the HEC-1 and HEC-RAS models. ArcInfo coverages of land use, soil type, slope, elevation, and Manning's values can be used to delineate sub-basins and determine basin flow path, slope, and drainage area. HEC-GeoRAS, in conjunction with ArcInfo, can be used to prepare a geo-referenced based HEC-RAS model with stream network, cross-section geometry, and reach lengths. Water surface profiles and cross-sections modeled in HEC-RAS can be imported into ArcInfo using the HEC-GeoRAS software, thereby providing a cost-effective procedure to geographically link the model results to the GIS. MCS staff professionals Garret Jackson, R.G. and Nathaniel Marcoe, P.E. have HEC-RAS training and used HEC-RAS and HEC-GeoRAS in conjunction

with several professional and academic projects. Other models MCS staff have worked with include Visual Modflow, Modpath, Zonebudget, MT3D/RT3D, QUAL2E and SNTMP. These models are designed to simulate groundwater/surface water interactions, and were used to model the Milltown Dam reservoir and adjoining aquifer. MCS staff have also created numerous spreadsheet and task specific models. Spreadsheet models have been developed and used to model streamflow, fate and mobility of specific constituents, projected availability of water for water rights applications, groundwater/surface water interactions, and locations and types of stream contamination sources.

Eric Smart developed a three-dimensional groundwater flow model using the USGS Modflow and Flowpath software packages for a previous project on Silver Bow Creek near Butte, Montana. The purpose of the modeling effort was to quantify the volume of groundwater entering Silver Bow Creek throughout the Miles Crossing Site. In addition, concentrations of dissolved metals and sulfate in the groundwater were used to quantify the mass of metals introduced to the surface water from groundwater. The results of the model were used to show that even after tailings were removed from the floodplain and stream channel, impacted groundwater would contribute significant quantities of metal ions to the surface water and bed sediment (Silver Bow Creek). In this instance water quality modeling was able to assess the sources and potential solutions to the impacted stream.

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.12)

All professional personnel that would perform this service have a Natural Science bachelor's degree or higher.

Statistical Analysis

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

A complete company profile and experience summary for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 10 through 12 of this RFP.*

MCS professionals have extensive professional and academic experience using standard statistical analyses in the natural resources areas of water quality, hydrology, soils, range production, aquatic habitat and biology, invasive species, wetland/riparian assessments, community planning and water rights. The MCS statistics team includes members that have extensive statistical experience in various areas of environmental expertise. MCS team members have over 70 years of collective experience in statistical analysis.

4.1.3 Method of Providing Service & Quality Assurance

MCS professionals have extensive professional and academic experience using standard statistical analyses in the natural resources areas of water quality, hydrology, soils, range production, aquatic habitat and biology, invasive species, wetland/riparian assessments, community planning and water rights. The MCS statistics team includes members that have extensive statistical experience in various areas of environmental expertise: Mr. Nate Marcoe, Mr. Warren Phillips, Mr. Eric Smart, Mr. Shawn Benner, Mr. Cliff Whitmus, and Mr. Robert Gilmore. Both Mr. Phillips and Mr. Smart have experience with applying statistics to water quality testing. Mr. Benner has extensive experience in working with large data sets and a diverse range of statistical analyses.

MCS researchers utilize software such as SPSS, SYSTAT, SAS, Microsoft Excel, Waterloo's Maple and Mathematica for a variety of statistical analyses for parametric and non-parametric data including (but not limited to): analysis of variance, linear regression, correlation, logistic regression, multiple regression, Kendall-tau non-parametric correlation analysis, Chi square, and other various rank tests. We also have experience with spatial statistics software packages such as GSTAT, VARIOwn and ESRI Geostatistical Analyst.

MCS will perform statistical analyses wherever they have potential to provide useful insights into the data and the workings of the stream's hydrology and chemistry. In particular, analyses will be performed to determine trends spatially and temporally, including confidence levels and statistical significance of the analyses. These analyses may be particularly useful in determining the source or sources of specific contaminants, as well as the mechanisms for mobilization, transport and fate. We also expect there will be instances where correlations between constituents or between constituents and other parameters (i.e. flow, conductance, pH, turbidity) may be useful in extending data where field data on a critical constituent may be sparse or limited. Surrogate data from such correlations will be clearly labeled and both confidence levels and correlation coefficients will be thoroughly stated.

The depth of our ecological and quantitative knowledge allows us to provide meaningful, sophisticated analyses. MCS not only have the experience to provide world-class analyses, but an appreciation of the natural world and the unique set of problems presented by the quantification of natural systems. Our thorough understanding of the implications of various statistical methods and of the complexity of hydrological systems allows us to provide interpretations using exact terms in a comprehensible fashion.

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.13)

All professional personnel that would perform this service have a Natural Science bachelor's degree or higher.

DEQ Electronic Data / Information Technical Assistance

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

A complete company profile and experience summary for this service category can be reviewed in *Section 4.1.2 Water Quality Monitoring – Fixed Station and Probabilistic Design on Pages 10 through 12 of this RFP*.

MCS's analytical services complement all stages of research and data networking needs. Our primary areas of service are database management and data analysis. MCS offers a variety of services, including assessing hardware and database management software needs, aiding in the design and implementation of database management systems, creating hierarchical and relational database systems, and data logger programming for entry of field data. The goal is to provide efficient database management systems that will enable easier access and use of large and complex data sets. Our objective is to develop efficient and cost-effective study designs and to use statistical analyses that maximize the amount of information extracted. Services we provide include analysis and preparation of data reports, statistical software development, and review and development of decision rules. We have special expertise in large-scale environmental monitoring design and analysis, population estimation, and mark-and-recapture techniques as well as laboratory quality control/quality assurance programs. We use a variety of data management and analysis software, including SPSS™, Access™, and Focus™.

MCS staff has extensive experience in manipulation and analysis of large data sets. Examples of some of these are in the large sediment characterization projects we conduct for a variety of public and private clients. These projects will often include both horizontal and vertical characterization of contaminant distributions with a wide variety of constituents. In addition, it is not uncommon to engage in several sampling rounds to fully characterize a site. These efforts often generate data sets containing tens of thousands of records that require analysis and are used in engineering and design and graphical presentations. We use a variety of database applications to organize, track and manipulate these data sets. Data are then exported to a number of specialized programs to accomplish the analysis, engineering, and presentation tasks, including AutoCAD, GIS applications, and statistical analysis. MCS has 16 years of experience in this service category.

4.1.3 Method of Providing Service & Quality Assurance

MCS will provide the State with completed water quality data ready for import into the STORET database. MCS personnel have extensive experience using the Microsoft programs, including Microsoft Excel and Microsoft Access, required for preparing STORET compatible data. If necessary, MCS will acquire and operate the STORET Import Module (SIM) to transfer Microsoft formatted data into a STORET compatible database.

In order to provide the State with a complete dataset, MCS will utilize the following guidelines:

- ◆ Prior to entering the field, MCS will generate an Excel spreadsheet complete with all required sample parameters.
- ◆ Field personnel will use the spreadsheet to ensure that all relevant data is obtained for entry into the database thus eliminating missing elements.
- ◆ After receiving the analytical sample results from the laboratory, MCS will enter the all required sample information into a Microsoft Excel spreadsheet for conversion with the SIM.

MCS is also capable of reformatting, converting, and normalizing historic datasets so that they can be converted to STORET compatible datasets. If possible, MCS will electronically convert the historic datasets into Microsoft formatted datasets rather than manually entering the historic data into a SIM compatible format.

MCS will ensure that all required data is complete prior to submitting the spreadsheets to the State. This will save time and resources by presenting a finished product to the State that does not require conversion as well as eliminating several possible data redrafts. MCS would provide the State with complete SIM compatible data ready conversion and upload into the STORET database.

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.15)

All professional personnel that would perform this service have a Natural Science bachelor's degree or higher. *See Section 4.1.2 on Page 21.*

Heavy Equipment Operators

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

MCS is a multi-disciplined, fully-integrated consulting, construction/remediation, and testing firm that provides a wide variety of services to business, industry, and government agencies. By integrating strong technical project management with efficient construction, engineering, and consulting capabilities, we specialize in solving complex environmental projects in a logical, cost-effective, and timely manner for our clients.

MCS was incorporated in 1989, in Montana, under the name Mountain Construction Services, initially providing environmental consulting and laboratory services. Over the past 16 years, MCS has developed extensive resources and capabilities throughout the Pacific Northwest region. The company has earned a reputation as a cost-effective, technically proficient, can-do firm. MCS is committed to high professional and technical standards, and is dedicated to our client's needs to ensure success on each and every project. MCS has provided services throughout the Pacific Northwest, Alaska, California, Wyoming, Colorado, Utah, North and South Dakota, and Alabama, successfully completing more than 5,000 diverse projects, including many for the State of Montana.

We are proud of our excellent safety record. MCS has had no lost-time accidents within the past five years. In addition, MCS has not had a significant accident or injury in its 16 years of operation.

MCS is currently organized into two divisions: Construction and Remediation, and Consulting. The company organizational structure is shown in Figure 1 below.

The Construction/Remediation Division of MCS, managed by Mr. Wade Johnston, offers a broad range of construction and remediation capabilities, which have been tested and proven on numerous federal, state, and local projects. We offer to our clients the ability to perform design/build projects with particular emphasis on environmental, water, and ecological restoration projects. His staff includes estimators, project managers, project coordinators, senior project superintendents, quality control (QC) personnel, equipment operators, carpenters, framers, laborers, and HAZMAT specialists. Our construction and remediation capabilities include:

- ◆ Construction
 - ◆ General Construction
 - ◆ Construction Management
 - ◆ Design/Build
 - ◆ Demolition Services
 - ◆ Utilities, Excavation, & Site Work
 - ◆ Vertical Construction
 - ◆ Concrete Construction
 - ◆ Surface Preparation, including Hydro-blasting & Abrasive Blasting
- ◆ Remediation
 - ◆ Environmental Remediation & Abatement Services
 - ◆ Soil & Water Remediation
 - ◆ Design & Installation of Soil & Water Treatment Systems
 - ◆ Underground Storage Tank (UST) Removal

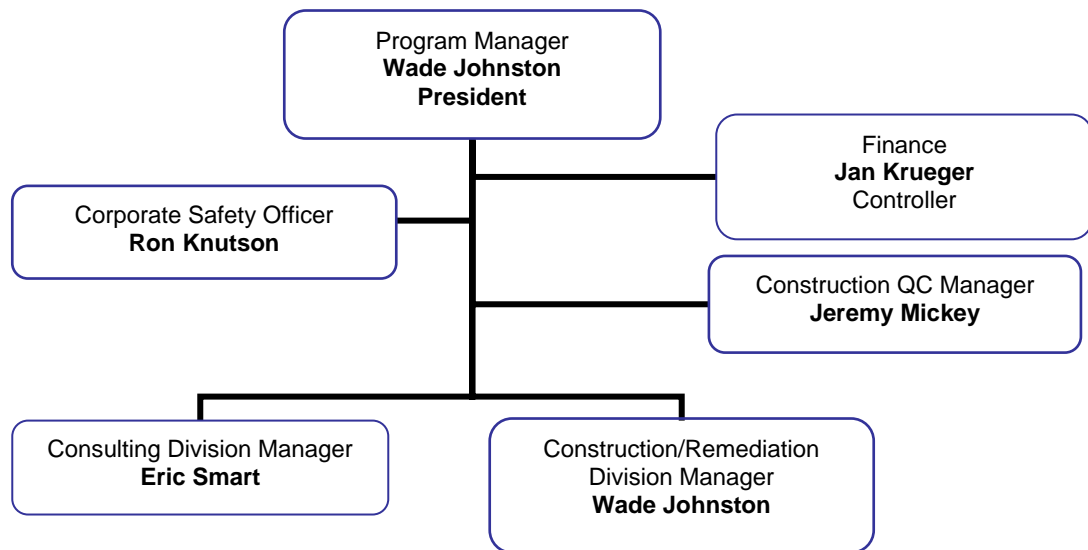


Figure 1 – Corporate Organizational Structure

- & Installation
- ◆ De-leading & Upgrading of Shooting Ranges
- ◆ Stream & Habitat Restoration
- ◆ Wetland Mitigation & Restoration
- ◆ Mine Reclamation
- ◆ Asbestos & Lead Abatement
- ◆ Radon Mitigation

Key Personnel Involved

MCS provides the State of Montana with a strong base of local resources, including our staff, infrastructure, and equipment. MCS has grown to more than 60 people in our three main office locations. Our professional staff consists of engineers, geologists, hydrogeologists, industrial hygienists, fisheries and aquatic biologists, wildlife biologists, botanists, foresters, project managers, and construction/remediation personnel. All MCS project personnel are certified OSHA 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER) Workers, and many are certified as HAZWOPER Supervisors. Also, 16 of the staff are OSHA Emergency First Responder trained.

Wade K. Johnston, Construction/ Remediation Program Manager

Wade Johnston is the president of MCS Environmental, Inc. He manages the day-to-day operations of this multi-state engineering/construction firm. His duties as principal-in-charge of the Construction and Remediation division, Mountain Contractors Group, include program management; cost estimation; contract negotiation; project management, supervision, and design; specification development; and report and technical review. He has 25 years of experience in the construction and environmental industry as program/project manager for thousands of projects throughout the western US, involving general construction, civil construction, design/build projects, environmental remediation and abatement, natural resource reclamation and restoration, and water resource projects. Mr. Johnston is past president of the Northwest Environmental Business Council and the Montana Environmental Technology and Services Network.

Jeremy W. Mickey, Construction QC Manager/ Task Manager

Jeremy, the Construction Division manager at MCS, has more than 13 years of experience conducting environmental site assessments and remediation investigations, designing and installing remediation systems, and managing reclamation and general construction projects. He uses his education and experience in groundwater and surface-water geochemistry to provide technical oversight and quality control for contaminant reclamation and stream restoration projects. Mr. Mickey is experienced in all aspects of project development, including estimating costs and negotiating contracts; project planning and schedule development; cost control and forecasting; developing and enforcing safety and health plans, quality management plans, and quality assurance project plans; CAD drafting; preparing and reviewing technical reports; and communicating with clients and regulators.

Daniel Johnston / Task Manager

Dan has over 17 years working in construction, construction management, and project management with both private and government clients. He has participated in construction and management of a variety of projects, including hazardous waste remediation, operations and maintenance, mine reclamation, flood control, vertical construction, road obliteration, and highway and road construction.

Nathaniel J. Marcoe, P.E. / Task Manager

As a Registered Professional Engineer (Arizona, Montana), Nate performs the duties of project engineer. He received his B.S. in Civil Engineering (Water Resources Emphasis) from the South Dakota School of Mines & Technology in 1998. In 2000, he earned his M.S. in Civil Engineering (Environmental Emphasis) at Washington State University. Nate has 7 years experience in water resources engineering, and has designed several flood mitigation reservoirs and sediment retention ponds. He has experience performing hydraulic and hydrologic calculations and designs, watershed geomorphological analyses, and sediment loss analyses. He

also has experience as a land surveyor-in-training and is familiar with topographical mapping, surveying, monumentation, and leveling. Nate's specialty and passion is hydrologic consulting and stream reclamation design.

Equipment

We have developed an excellent information systems infrastructure that allows seamless communication and coordination between our offices. We have state-of-the-art servers and computers throughout the organization. MCS has an inventory of vehicles, construction and specialized equipment to support both our construction and consulting operations. Our equipment includes 15 vehicles including 4x4 vehicles, F750 and F550 heavy trucks, and utility trucks for project support. Other equipment includes Komatsu PC 100 Excavator, flatbed trailers; a 1600-CFM compressor; a 12,500-CFM, high-efficiency particulate-air (HEPA) dust collector; a large trailer-mounted, HEPA-filtered positive-displacement vacuum system; 873 Bobcat; a MudMole™ sediment-sampling system; boats; water pumps; Type C supplied air respirator systems; and HAZMAT PPE and equipment.

4.1.1 Method of Providing Service & Quality Assurance

Management Approach

Mr. Wade Johnston, President of MCS and Manager of the Construction/Remediation Division of MCS, will be the Program Manager and single point of contact for this contract. Mr. Johnston has served as Program Manager on contracts for the USACE, Seattle District, USDA Forest Service, the FAA, and the National Institute of Health. Multiple task orders issued under these contacts have been completed on budget and on time under Mr. Johnston's management. A proven business manager, MCS has grown and prospered for over 16 years under his direction and leadership. He has 25 years of experience in construction and 16 years in the environmental industry as program and project manager for over 5,000 projects throughout the western United States involving general construction, lead-based paint abatement, asbestos abatement, mine reclamation, stream restoration, contaminated soil and water remediation, radon mitigation, underground storage tank (UST) management, and hazardous-waste remediation. He brings all of his knowledge and experience to the State of Montana for the Environmental Services Contract. Mr. Eric Smart has been designated as the Deputy Program Manager. His duties include technical and administrative support to the Program Manager. In the event that the Program Manager is unavailable, the Deputy Program Manager would serve as an alternate point of contact for the State.

For each Task Order, the Program Manager will assign a Task Order Manager who is responsible for all project management, data management, quality control, report preparation, and correspondence. Task Order Managers may be assigned from our team to manage particular Task Orders. The Task Order Manager is responsible for weekly briefings on the project status to the Program Manager. The Task Order Manager develops and updates the project schedule as necessary and informs all parties to maintain project integrity. MCS uses Microsoft Project software for project scheduling and tracking. The Task Order Manager reviews all cost proposals, reports, designs, and other project deliverables before they are issued. MCS believes that the quality of work is directly related to the people involved in the project, their qualifications, and the resources available to them. We bring to the State a highly-trained and experienced team who has successfully managed thousands of environmental projects.

A Project Coordinator is assigned to the Task Order Manager to assist in administrative and communication functions for the Task Order. The Project Coordinator is responsible for preparation and maintenance of the submittal register and transmittal forms to manage communication flow between the State and MCS.

The Task Order Manager is supported on each Task Order by a Construction QC Manager whose duties include the direction of all testing activities, compilation of testing, discrepancy and quality control reports, inspection of materials for compliance with the specifications, and directing and implementing the three-phase control system that includes preparatory, initial, and follow-up inspections. The Construction QC Manager is granted authority by the Program Manager to stop work on the Task Order and to remove any personnel who fails to comply with quality requirements. Surveillance of subcontractors' operations is the responsibility of the Construction QC Manager who will record and notify the subcontractor of any deficiencies in their work. Major discrepancies will be followed up on a daily basis. When a major discrepancy is corrected, the Construction QC Manager will note the date, person responsible, and action taken.

Each Task Order is assigned a Health and Safety Officer, who is responsible for all safety and health activities associated with the project. Their duties include the development of a site-specific Accident Prevention Plan in compliance with EM 385-1-1 and applicable OSHA, EPA, state, and local regulations; determining PPE; performing necessary monitoring of site personnel; and investigating accidents. The Health and Safety Officer is responsible for the daily safety meeting, for which attendance is mandatory by ALL personnel and subcontractors, as required.

Technical support for Task Orders is provided by MCS professional personnel. MCS's personnel include Geologists, Hydrogeologists, Sediment Experts, Industrial Hygienists, Safety Professionals, Site Superintendents, Construction QC Managers, and Biologists. MCS's ability to provide technical support to Task Orders by providing our team with tremendous breadth and depth of engineering and design capability for any conceivable remediation project. Identifying the need for this support occurs during the Task Order development and work plan preparation phase of the project.

All subcontractors who perform work for MCS receive a copy of MCS's Subcontractor Handbook. This handbook contains information on submittals, daily reports, certified payrolls, delivery orders, change orders, lien releases, etc. All subcontractors also receive a copy of our Corporate Accident Prevention Plan, the Site-Specific Accident Prevention Plan, and the Site-Specific Work Plan. All plans and subcontracts must be reviewed by the subcontractor, signed, and returned to MCS before proceeding with work.

All contract communication between the State, the public, others, and MCS's subcontractors is channeled through the MCS Team's Task Order Manager. This protocol helps prevent communication lapses, errors, or misunderstandings about project activities. MCS representatives will attend all conferences, teleconferences, and submittal reviews as project needs dictate. During fieldwork, MCS will maintain daily project logs that include descriptions of the work, personnel on site, hours worked, percentage of work completed, problems encountered, waste transportation and disposal, and information on air sampling and analysis.

Project Planning, Documentation, and Reporting

MCS has over 16 years of experience with project planning, documentation, and reporting. We are currently performing on several projects for the State. MCS is familiar with the three-phase system for quality control. Submittals are developed, as needed, and officially submitted with the proper Transmittal Forms.

Project Management Plans

Project Management Plans were written for many of the projects referenced in *Table 1 located on Page 8 of this RFP*. All of these plans were approved by personnel of their respective agencies. These Corporate Management Plans comprised a Corporate Health and Safety Plan, a Contractor Quality Control Plan, and a Corporate Environmental Plan. Project Management Plans are tailored to each project, and MCS uses the Project Management Plan to identify the definable features of work, specific tasks, and the project schedule.

Quality Assurance Plans

Working with the State, MCS has extensive experience with the Contractor Quality Control (CQC) Systems. We prepare and adhere to CQC plans for each of our State projects. These plans detail the implementation of the three-phase control system and the lines of authority, together with the corresponding duties. Specifics of each definable feature of work are explained to make sure that people understand procedures. *A copy of a Construction and Heavy Equipment Operators Revegetation Services applicable Quality Management Plan is attached in Appendix G.*

Site-Specific Health and Safety Plans

MCS developed a Corporate Health and Safety Plan more than 12 years ago, and our in-house Certified Safety Professionals update it annually. For each individual project, we write a Site-Specific Health and Safety Plan detailing the safety equipment and procedures to be used throughout each definable feature of work on site.

Final Reports

MCS has experience with project close-out documentation and final project report. Final reports are submitted for each project. These reports range from construction summary reports to engineering evaluation and cost analysis reports and remedial investigations under CERCLA. Construction summary reports typically include the CQC daily reports, data summary and discussion, a summary of events and site conditions, and project photographs.

“...The report was well written, timely and well received by ... both the Corps and the owner. They completed the job within budget and are to be commended for their efforts. I would highly recommend them for other environmental work.”

Lynn A. Daniels, P.E., Program Manager, USACE, Seattle District

4.1.3 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 9 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.16)

Please see **Appendix D – Price Sheets**.

Revegetation Services

4.1.1 References

Please see **Table 1 References** on Page 8 of this RFP.

4.1.2 Company Profile and Experience

A complete company profile and experience summary for this service category can be reviewed in *Section 4.1.2 Heavy Equipment Operators on Pages 23 through 26 of this RFP*.

MCS has over eight years of planning, designing and implementing revegetations services for federal, state, and local agencies. MCS consists of consulting/engineering and construction team that offer full design and build capabilities for any environmental project task. Our references table listed in section 23 show our ability to design and completely restore habitats damaged by historic use or construction activities.

4.1.3 Method of Providing Service & Quality Assurance

The method of providing service and quality assurance for this service category can be reviewed in *Section 4.1.3 Heavy Equipment Operators on Pages 26 through 29 of this RFP*.

4.1.4 Staff Qualifications

Please see **Table 2 Staff Qualifications** on Page 8 of this RFP.

4.1.5 Specific Service Requirements (From RFP section 4.2.17)

At least 50% of professional staff have a Natural Science bachelor's degree or higher.